

DOCKET NO.: BELL-0130/01183
Application No.: 10/008,295
Office Action Dated: April 6, 2005

REMARKS

In response to the Office Action dated **April 6, 2005**, Applicant(s) respectfully requests reconsideration based on the above claim amendment and the following remarks. Applicant respectfully submits that the claims as presented are in condition for allowance.

Summary of Telephone Interview

Applicants acknowledge with appreciation the telephone interview held with Examiner McAllister on June 15, 2005. Although agreement was not reached with respect to the ultimate allowability of the claims, the Examiner and the undersigned discussed proposed claim amendments for purposes of advancing prosecution.

Status of the Application

Claims 1, 3-7, 9-12 and 15 are pending and stand rejected. Claims 1, 3-5, 7 and 8-12 have been amended. Support for these amendments may be found in the application as originally filed at, for example, p. 5, l. 14 – p. 6, l. 17. Claims 2, 8, and 13-14 have been canceled. No new claims have been added. Accordingly, upon entry of the present amendment claims 1, 3-7, 9-12 and 15 will be pending in the present application and Applicants thus maintain the patentability of these claims. No new matter has been added by this reply.

Obviousness Rejections - 35 U.S.C. § 103(a)

Claims 12 and 15 stand rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by or, in the alternative, under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Pat. No. 6,470,323 (Suzuki). Claim 12 has been amended. Applicants respectfully traverse the rejection because Suzuki fails to disclose, teach or suggest every feature of claims 12 and 15, namely, as represented by claim 12:

A server computer for processing an electronic request to purchase goods or services from a shopper, the server comprising:
a processing engine in communication with the communications interface, wherein the processing engine has a microprocessor, said microprocessor executing computer-readable instructions stored on a tangible

DOCKET NO.: BELL-0130/01183
Application No.: 10/008,295
Office Action Dated: April 6, 2005

medium, wherein said execution of the instructions causes the processing engine to

provide to the shopper a purchase order having an opportunity to select a notification option, wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs, receive purchasing information from the shopper via the host client computer and the communications network, the purchasing information containing an electronic request to purchase goods or services, and, if the notification option was selected, optionally supplied notification information representative of at least one communication pathway for communicating with the shopper; and

a data storage facility in communication with the processing engine that stores data representing the notification information and a shopper profile associated with the shopper and containing the electronic request and the notification information associated with the shopper. (Emphasis added).

Applicants first note that claim 12 has been amended to reflect the Examiner's statement that "a positive recitation of computer readable instructions embedded on a tangible medium causing the system to perform the steps recited would overcome [Suzuki]." (April 6, 2005 Official Action, p. 6). Thus, for purposes of expediting prosecution, claim 12 now recites that the claimed server comprises a "*a processing engine in communication with the communications interface, wherein the processing engine has a microprocessor, said microprocessor executing computer-readable instructions stored on a tangible medium, wherein said execution of the instructions causes the processing engine to ...[perform the recited steps].*" Applicants therefore believe that claim 12 is not anticipated by Suzuki for at least this reason alone.

Applicants also respectfully submit that Suzuki fails to teach or suggest the claimed feature of "[providing] to the shopper a purchase order having an opportunity to select a notification option, *wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs.*" As noted by the Examiner, Suzuki fails to disclose providing a shopper with an option to

DOCKET NO.: BELL-0130/01183
Application No.: 10/008,295
Office Action Dated: April 6, 2005

supply notification information. Thus, Suzuki also fails to disclose “[providing] to the shopper a purchase order having an opportunity to select a notification option, *wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs*” as claimed in amended claim 12.

Applicants respectfully submit that it would not have been obvious to modify Suzuki to provide a shopper with a notification option that, if selected, indicates that the shopper “*desires to be contacted if a triggering event that affects the performance of delivery [of a purchased item] occurs*” as claimed. Namely, Suzuki merely discloses transmitting a message to a customer to notify the customer that a previously unavailable item is *now available for purchase*, to remind a customer to *reorder* an item or to market items to the customer (*see* col. 1, ll. 39-55). Applicants respectfully submit that it would not have been obvious to modify Suzuki to provide the claimed feature because in Suzuki *nothing is to be delivered when a notification is sent* – either the item was not available when the original order took place *and was therefore not ordered*, or the notice is for the customer to reorder or purchase an item that is *presently unordered*.

Thus, incorporating the claimed notification option into Suzuki would serve no purpose – *i.e.*, it makes no sense to prompt a customer to enter information relating to the delivery of an item the customer has not purchased. Accordingly, Suzuki teaches away from the incorporation of the claimed notification option and, therefore, Applicants respectfully submit that pending claims 12 and 15 are not anticipated by, and patentably define over, Suzuki. Accordingly, withdrawal of the rejection of pending claims 12 and 15 under 35 U.S.C. §§ 102(e) and/or 103(a) is respectfully requested.

Claims 1, 3, 6, 7, 9, 12 and 15 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over U.S. Published App. No. 2003/0149640 (Fisher) in view of U.S. Pat. No. 5,578,014 (Murcko). Claims 1, 3, 7, 9 and 12 have been amended. Applicants respectfully submit that pending claims 1, 3, 6, 7, 9, 12 and 15 patentably define over Fisher and Murcko, either alone or in combination, because claims 1, 3, 6, 7, 9, 12 and 15 recite features that are neither taught nor suggested by the cited references, namely, as represented by claim 1:

A method for processing an electronic request to purchase goods or services, the method comprising:

providing to a shopper, via a communications network, an electronic purchase order having an opportunity to select a notification option and provide electronic purchasing information, wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs;

receiving from the shopper, via the communications network, the electronic purchasing information that contains an electronic request to purchase goods or services and, if the notification option was selected, optionally supplied notification information, the notification information representative of at least one communication pathway for communicating with the shopper;

recognizing the occurrence of the triggering event that affects the performance of the delivery;

accessing the notification information in the shopper profile;

if the shopper has selected the notification option and supplied the notification information, notifying the shopper that the triggering event has occurred via the at least one communication pathway; and

notifying the shopper of a changed delivery date. (Emphasis added).

In the method of claim 1, the claimed invention provides a shopper with an *“electronic purchase order having an opportunity to select a notification option and provide electronic purchasing information, wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs.”* Applicants respectfully submit that at least this feature is neither taught nor suggested by Fisher and Murcko, taken alone or in combination.

Fisher discloses a method for disclosing the status of an order to a customer by way of a customer's network address. As acknowledged by the Examiner in the April 6, 2005 Official Action, Fisher fails to teach “providing the shopper with an electronic purchase order having an opportunity to select a notification option on the purchase order and providing

electronic purchase information, or notifying the shopper of the triggering event only if a notification option has been selected” (official action, p. 3). Applicants respectfully note that, as amended, claim 1 further recites that the notification option provided to the shopper in connection with the electronic *purchase order*, if selected, “*indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs.*”

Applicants respectfully submit that Murcko fails to cure the deficiencies of Fisher. Namely, Murcko also fails to disclose an electronic purchase order as claimed. Murcko discloses a method for enabling “post-transaction pricing,” where a buyer may decide on the price he or she wishes to pay for an item *after* the buyer has received that item (*see* Abstract; col. 3, ll. 42-57). The system includes a database that contains participant and transaction information, and buyers and sellers communicate by way of an electronic network and system operator (col. 4, ll. 5-14). A seller who wishes to sell an item accesses the system operator located at a remote server and identifies potential buyers. The seller then transmits information pertaining to the item to the potential buyer. If the buyer selects the item, and the seller consents, *the item is sent to the purchaser (see, e.g., col. 22, ll. 42-49)*. The purchaser then accepts or rejects the item, determines the value of the item, and then *remits a price to the seller* (col. 22, l. 50 – col. 23, l. 16).

As noted above, Murcko describes a “post-transaction pricing” system where a buyer *receives the ordered goods prior to payment*. Therefore, Murcko does not teach or suggest the claimed electronic purchase order, which includes a “*an opportunity to select a notification option and provide electronic purchasing information, wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs.*” Instead, the buyer in Murcko does not pay for (*i.e., purchase*) the item until *after the item has been received*. Therefore, the system described in Murcko has no need for an electronic *purchase order* that has any form of delivery options for the buyer, because the item has *already been delivered* to the buyer by the time the buyer purchases it. As a result, a combination of Fisher and Murcko still fails to teach or suggest the claimed feature of claim 1, because neither reference provides an electronic purchase order having a notification option that, if selected, “indicates that the

DOCKET NO.: BELL-0130/01183
Application No.: 10/008,295
Office Action Dated: April 6, 2005

shopper desires to be contacted if a triggering event that affects the performance of delivery occurs.”

Accordingly, Applicants respectfully submit that independent claim 1 patentably defines over Fisher and Murcko, either alone or in combination. In addition, because claims 3 and 6 depend on claim 1, Applicants respectfully submit that claims 3 and 6 also patentably define over Fisher and/or Murcko. Likewise, because independent claims 7 and 12 contain similar features to those of claim 1, Applicants respectfully submit that claims 7 and 12, as well as dependent claims 9 and 15, also patentably define over Fisher and/or Murcko. Withdrawal of the rejection of claims 1, 3, 6, 7, 9, 12 and 15 under 35 U.S.C. § 103(a) is therefore respectfully requested.

Claims 4, 5, 10 and 11 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Fisher in view of Murcko, and further in view of “Presence: The Best Thing That Ever Happened To Voice” (and “Presence” hereinafter). Claims 4, 5, 10 and 11 have been amended. Applicants respectfully submit that Presence fails to cure the deficiencies of Suzuki and Murcko as set forth above. Presence is directed to various automated methods for communicating with a person using the person’s status, communications capabilities and preferences at any particular moment, but Presence also fails to teach or suggest an “electronic purchase order having an opportunity to select a notification option and provide electronic purchasing information, wherein the notification option, if selected, indicates that the shopper desires to be contacted if a triggering event that affects the performance of delivery occurs” as claimed.

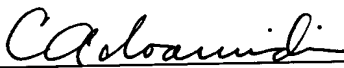
DOCKET NO.: BELL-0130/01183
Application No.: 10/008,295
Office Action Dated: April 6, 2005

CONCLUSION

For the foregoing reasons, Applicants respectfully submit that all of the claims of the present application patentably define over the prior art of record. Reconsideration of the Office Action and a Notice of Allowance are respectfully requested. In the event that the Examiner cannot allow the present application for any reason, the Examiner is encouraged to contact the undersigned attorney, Christos A. Ioannidi at (215) 564-8994, to discuss resolution of any remaining issues.

Respectfully submitted,

Date: July 6, 2005



Christos A. Ioannidi
Registration No. 54,195

Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia PA 19103
Telephone: (215) 568-3100
Facsimile: (215) 568-3439